



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO.: 002

RFP NO.: B3Z05049

TITLE: Janitorial Services – St. Louis Facilities Management

ISSUE DATE: 10/28/04

REQ#: NR 300 41305000004

BUYER: John Hall

PHONE NO.: (573) 522-1620

E-MAIL: john.hall@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: November 4, 2004 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT TO:

DPMM

or

DPMM

P O BOX 809

301 WEST HIGH ST, RM 630

JEFFERSON CITY MO 65102-0809

JEFFERSON CITY MO 65101

CONTRACT PERIOD: December 1, 2004 through November 30, 2008

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Office of Administration
Division of Facilities Management
Wainwright State Office Building, Room 111
St. Louis, MO 63101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
PHONENO.	FAX NO.		E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR

Janitorial Services – St. Louis Facilities Management
Office of Administration
Division of Facilities Management

Contract Period: December 1, 2004 through November 30, 2008

The prospective offerors are hereby advised of the following:

1. The following are hereby revised:

Paragraph 1.2.3

2. The return by date and time shall be November 4, 2004 at 2:00 p.m. in lieu of October 29, 2004 at 2:00 p.m.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO.: 001

RFP NO.: B3Z05049

TITLE: Janitorial Services – St. Louis Facilities Management

ISSUE DATE: 10/20/04

REQ#: NR 300 41305000004

BUYER: John Hall

PHONE NO.: (573) 522-1620

E-MAIL: john.hall@oa.mo.gov

Return Proposal No Later Than date revised by Amendment #002

RETURN PROPOSAL NO LATER THAN: November 4, 2004 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: December 1, 2004 through November 30, 2008

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Office of Administration
Division of Facilities Management
Wainwright State Office Building, Room 111
St. Louis, MO 63101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE	
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NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:		
CONTRACT NO.	VENDOR NO.	CONTRACT PERIOD

BUYER	DATE	DIRECTOR
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Janitorial Services – St. Louis Facilities Management
Office of Administration
Division of Facilities Management

Contract Period: December 1, 2004 through November 30, 2008

The prospective offerors are hereby advised of the following:

1. The following are hereby revised:

Paragraph 2.2.3

Paragraph 2.3.3.b



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO.: B3Z05049

TITLE: Janitorial Services – St. Louis Facilities Management

ISSUE DATE: 10/01/04

REQ#: NR 300 41305000004

BUYER: John Hall

PHONE NO.: (573) 522-1620

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Return Proposal No Later Than date revised by Amendment #002

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RETURN PROPOSAL TO:

DPMC P O BOX 809 JEFFERSON CITY MO 65102-0809	or	DPMC 301 WEST HIGH ST, RM 630 JEFFERSON CITY MO 65101
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CONTRACT PERIOD: December 1, 2004 through November 30, 2008

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Office of Administration
Division of Facilities Management
Wainwright State Office Building, Room 111
St. Louis, MO 63101**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
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COMPANY NAME			
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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes an invitation for competitive, sealed proposals for the provision of janitorial services for St. Louis Facilities Management which includes Wainwright State Office building located at 111 N. 7th Street, Midtown State Office building located at 3545 Lindell Blvd., and Mill Creek State Office building located at 220 S. Jefferson, St. Louis, MO, as set forth herein.

1.1.2 This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits A- E
- 6) Attachments 1 –7
- 7) Terms and Conditions

1.2 Background Information:

1.2.1 The St. Louis Facilities Management operation facilities are approximately 337,112 total square feet and contain approximately 306,722 square feet of carpet and 30,390 square feet of hard surface floors. Attachment #3 provides specific data.

- a. There are approximately 500 full time employees in the Wainwright building, 400 in the Midtown building, and 140 in the Mill Creek building. There are an estimated 500 visitors in both the Wainwright and Midtown buildings per day and 150 visitors at the Mill Creek building per day.

1.2.2 The Office of Administration, Division of Facilities Management has previously contracted for these services through C302077001, which expires 11/30/04. A copy of that contract can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of that expiring contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3E02077 or the contract number C302077001 when searching for these documents.

Paragraph 1.2.3 revised by Amendment #002

1.2.3 Historically, the following quantities of paper products and restroom supplies have been used. However, the State of Missouri does not represent that historical usage will continue into the new contract period:

- a. Toilet Tissue – approximately 24 cases monthly (18 count)
- b. Roll Paper Towels – approximately 36 cases monthly (6 count)
- c. Sani-bags – approximately 1 cases monthly (500 count)
- d. Neat seat covers – approximately 2 cases monthly (20 count)
- e. Liquid Hand Soap – approximately 3 cases monthly (12 push packs per case)

1.3 Tour of Buildings:

1.3.1 A tour of the buildings will be held on October 15th 2004, beginning promptly at 9:00 a.m. at the Wainwright building, 11:00 a.m. at the Midtown building, and 1:00 p.m. at the Mill Creek building. Potential offerors should meet in room 116 of the Wainwright facility located at 111 N. 7th St. The purpose of the tour is to allow potential offerors an opportunity to inspect the buildings

prior to submitting a proposal. **POTENTIAL OFFERORS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** A record of those potential offerors attending the tour will be maintained for verification purposes.

- 1.3.2 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the buildings and/or any other existing condition, factor, or item that may affect or impact the performance of service described and required by the Contractual Requirements.
- 1.1.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management, at least five (5) days prior to the scheduled tour of the buildings, of any special accommodations needed for disabled personnel who will be attending the tour so that these accommodations can be made.
- 1.1.4 All questions regarding the Request for Proposal and/or the competitive procurement process must be directed to John Hall of the Division of Purchasing and Materials Management at (573) 522-1620.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide janitorial services for the Wainwright State Office building located at 111 N. 7th Street, the Midtown State Office building located at 3545 Lindell Blvd., and the Mill Creek State Office building located at 220 S. Jefferson, all of St. Louis, MO for the Office of Administration, Division of Facilities Management (hereinafter referred to as the “*state agency*”), in accordance with the provisions and requirements specified herein.
- 2.1.2 The contractor must perform all janitorial services as required herein in a manner satisfactory to and acceptable by the state agency in order to provide a clean and sanitary environment for the buildings, the buildings’ contents, and the buildings’ tenants. The contractor shall agree and understand that the buildings’ tenants shall assign a contact person (hereinafter referred to as the “*lead tenant contact person*”) to inspect, review, oversee, and coordinate janitorial services with the contractor.
- 2.1.3 The contractor shall provide services for all areas of the buildings specified by the state agency. Such areas shall be all occupied areas, unless otherwise specified by the state agency during the tour of the buildings described in the Introduction and General Information of this document. However, at any time during the effective period of the contract, the state agency reserves the rights to change, add to, or delete areas of the buildings for which the contractor shall provide services.

2.2 Equipment and Supply Requirements:

- 2.2.1 The contractor must furnish and maintain, in good repair, all equipment, including, but not limited to mops, brooms, buffers, vacuums, etc., and any other equipment necessary.
 - a. The contractor may either own or rent, at the contractor’s expense, equipment for performing the requirements of the contract.
- 2.2.2 Products, Supplies, and Materials (hereinafter also referred to as “*product(s)*”) – The contractor shall agree and understand that the state agency shall have the right to approve/disapprove the use of any product used in the performance of the services required herein.
 - a. *Environmentally Preferable* - In the performance of the services required herein, the contractor should only use environmentally preferable products.
 - 1) For the purposes of the contract, “*environmentally preferable*” shall be defined as those products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. The comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse/post consumer content, operation, biodegradability, and pollution prevention through source reduction.

Paragraph 2.2.3 revised by Amendment #001

- 2.2.3 The contractor shall furnish plastic wastebasket liners, toilet tissue, paper towels, liquid hand soap, disposable liners for sanitary napkin cans, disposable toilet seat covers, sand for ash trays, and all cleaning supplies and materials necessary to perform the services required by the contract.
 - a. The contractor must provide toilet tissue, liquid hand soap, and paper towels which meet the following minimum specifications and are approved by the lead tenant contact person.
 - 1) Toilet tissue shall be Fort Howard # 193.77 or equal, must be Grade AA, white, bleached, 2-ply/coreless, or equal, and must fit the Georgia-Pacific “enMotion” tissue dispensers installed in the buildings.

- 2) Liquid hand soap must be a good grade containing antiseptic and must fit the dispensers installed in the individual buildings.
- 3) Trash can/wastebasket liners must be dark colored, made from recycled material, and of a good grade minimum 2 mil strength.
- 4) Roll towels shall be Georgia-Pacific #89460 and must Georgia-Pacific “enMotion” automated touch-less dispensers installed in the buildings.

2.2.4 The contractor shall be assigned a closet(s) in the buildings (hereinafter referred to as the “*janitorial closet*”) for storage of all equipment, materials, and supplies necessary for the building.

2.2.5 The contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces upon which they are to be applied.

2.2.6 Prior to the contractor’s use of any product/chemical in the buildings, the contractor shall provide a Material Safety Data Sheet for each such product/chemical. The contractor must maintain a file of the Material Safety Data Sheets in the janitorial closet in the buildings. The Material Safety Data Sheets shall remain the property of the State of Missouri.

2.3 Specific Service Requirements: The contractor shall perform the following tasks in order to keep all surfaces clean and free of dust, cobwebs, spots, spills, scuffs, other debris, etc. Attachment 5 is an example of a daily office cleaning checklist that may be used.

2.3.1 DAILY REQUIREMENTS: The contractor shall perform the following daily tasks five (5) days each week, Monday through Friday, excluding state holidays. The contractor shall perform the daily tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the daily tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek’s daily tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. The contractor must coordinate with the state agency to minimize conflicts for space occupancy. In the event that the contractor and/or contractor's employees’ performance of janitorial services disrupts normal state agency functions, the contractor may provide some janitorial services during other timeframes with the approval of the state agency. Attachment 5 is an example of a daily office cleaning checklist that may be used.

- a. Thoroughly vacuum all carpet from wall to wall, including all elevators and all entrance and exit rugs/mats.
- b. Clean all kitchenettes, lounges, canteen areas, and break rooms. Wash and disinfect all horizontal and vertical surfaces, including tables, sinks, counters, walls and exterior of appliances.
- c. Thoroughly sweep all hard surface floors, including atrium steps, using treated brooms or dust mops. Remove all scuffmarks.
- d. Wet mop all hard surface floors, with extra attention being given along edges, corners, under benches, behind doors on granite, atrium steps, concrete vinyl, and computer room floors.
- e. High speed buff/burnish 1st floor atrium of Wainwright, lobby of Midtown, and waiting room at Mill Creek.
- f. Remove cobwebs from all ceilings, doors, and corners within the buildings, as needed.
- g. Clean both sides of entrance door glass, clean door glass frames and accompanying glass panels including transoms (inside and outside), removing all fingerprints and dirt. Spot clean all interior glass, as needed.

- h. Clean and disinfect drinking fountains.
- i. Spot clean all wall and partition surfaces, including light switches when required, to give a clean satisfactory appearance.
- j. Empty all wastebaskets, trash, and disposal containers. Place trash in trash compactor. Place recycled paper in appropriate containers. Wash small wastebaskets and replace plastic liners, as needed. Wash all large wastebaskets/containers in kitchenettes, atrium, conference rooms and replace plastic liners. Double line the large wastebaskets/containers.
- k. Spot clean all carpet as spots appear.
- l. Vacuum and spot clean fabric furniture (i.e. sofa, companion chair, executive chair, side chair, and modular furniture/cubicles), with extra attention being given to top areas, as needed.
- m. Sift sand and remove cigarette butts from all smoking receptacles outside the buildings. Replace sand when it becomes discolored.
- n. Remove all trash and sweep sidewalks for ten feet (10') from all entrances/exits to the buildings.
- o. Clean janitorial closets after completion of the daily tasks and before exiting the buildings.
- p. Wash all tables, as needed. Wipe all plastic chairs, as needed.
- q. Spot clean all doors and frames.
- r. Clean all lobby glass including doors (both sides).
- s. Damp clean all elevator walls and seams that are not brass.
- t. Remove all handprints from brass areas (inside and outside) and painted doors of all elevators.
- u. Secure all exterior division doors and interior division doors as requested by a particular division before exiting that particular division's area.
- v. Any and all other related and contingent miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials or supplies.

2.3.2 TWICE WEEKLY REQUIREMENTS: The contractor shall perform the following tasks at least two (2) times every week, with at least two (2) days between the tasks. The contractor shall perform the listed tasks Monday through Friday, excluding state holidays. The contractor shall perform the twice weekly tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the twice weekly tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's twice weekly tasks shall be accomplished between the hours of 5:00 P.M. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person.

- a. Wash all bushel gray rubbermaid utility trucks.
- b. High speed buff/burnish all canteen and hallway vinyl floor areas.

2.3.3 **WEEKLY REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time every week within at least four (4) calendar days between tasks. The contractor shall perform the listed tasks any day between Monday through Friday, excluding state holidays. The contractor shall perform weekly tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the weekly tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's weekly tasks shall be accomplished between the hours of 5:00 P.M. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person.

- a. Clean all doors, frames, brass, stainless kick plates, granite baseboards, wall directories, top of revolving doors (inside and outside), hanging directory signs and panel walls.

Paragraph 2.3.3.b revised by Amendment #001

- b. Machine scrub freight elevator floors.
- c. Deep clean elevator carpets via wet extraction method.
- d. Deep clean entrance and exit mats via wet extraction method.
- e. Using a damp treated cloth, wipe all horizontal and vertical surfaces including, but not limited to, file cabinets, conference tables and stands, bookshelves, coat racks, window sills, desks when cleared, chairs, walls, all interior glass partitions, doors (inside and outside), cubicles, brass, handrails, vinyl furniture, planters, marble benches, etc. Clean and disinfect all telephones.

2.3.4 **TWICE MONTHLY REQUIREMENTS:** The contractor shall perform the following task at least two (2) times every month. The contractor shall perform the listed task Monday through Friday, excluding state holidays. The contractor shall perform the twice monthly tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the twice monthly task between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's twice monthly task shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m., unless other day(s) or times must be approved by the lead tenant contact person.

- a. Sweep and damp mop enclosed stairways and connecting hallways on the 2nd and 4th week of each month.

2.3.5 **MONTHLY REQUIREMENTS:** The contractor shall perform the following tasks at least one (1) time every month within the first ten (10) consecutive work days of each month. The contractor shall perform the listed tasks Monday through Friday, excluding state holidays. The contractor shall perform the monthly tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the monthly tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's monthly tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person.

- a. Deep clean carpet in all office kitchenettes and lobbies via wet extraction method.
- b. Deep clean carpet in atrium hallway areas via wet extraction method.
- c. Clean all elevator tracks.
- d. Machine scrub all entrance floor areas to include lobbies, waiting areas, and canteen area(s).

- e. Machine scrub all areas of vinyl floors that do not have stacked boxes and/or pallets of supplies, and re-coat such areas of vinyl floors with two (2) coats of skid-proof wax.

2.3.6 **QUARTERLY REQUIREMENTS:** The contractor must perform the quarterly tasks listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor shall perform the listed tasks Monday through Friday, excluding state holidays. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the same quarterly tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's quarterly tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Clean both sides of all interior partition glass.
- b. Dust all painted and vinyl walls to ceiling height.
- c. Wash and rinse all doors on 1st floor.
- d. Wash all canteen walls.
- e. Deep clean carpet in all conference rooms via wet extraction method.
- f. Apply stain guard to carpet in all conference rooms. (Stain guard must be 3M brand or equivalent, and must be applied in accordance with the manufacturer's recommendations).
- g. Clean inside of back wall glass in Conference Rooms 116 and the Gallery, both in the Wainwright building.
- h. Machine scruff/buff/polish all vinyl floors.

2.3.7 **SEMI-ANNUAL REQUIREMENTS:** The contractor must perform the semi-annual tasks listed below in April and again in October prior to the 10th of the month. In addition, the first performance of each task must be within the first sixty (60) calendar days of the beginning date of the contract. (Depending on the beginning date of the contract and the condition of the buildings, the lead tenant contact person may waive some of the requirements for either April or Oct. during the original contract period only.) The contractor shall perform the listed tasks Monday through Friday, excluding state holidays. The contractor must perform the listed tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the same semi-annual tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's semi-annual tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the tasks listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Deep clean all office area carpet via wet extraction method.
- b. Wash all wood walls with Murphy oil soap or equivalent.
- c. Wash and wax all atrium trash containers and atrium planters.
- d. Clean all wall directory signs.

2.3.8 **ANNUAL REQUIREMENTS:** The contractor shall provide the following annual task within the first sixty (60) calendar days of the beginning date of the contract, and then one (1) time per year, by the 10th working day of October. (The state agency may waive the requirement for performing some of the task in October of the original contract period, depending on the condition of the buildings and the timing of the beginning date of the contract.) The contractor shall perform the listed tasks Monday through Friday, excluding state holidays. The contractor must perform the listed task between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the same tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the task listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Remove furniture, strip wax, and refinish vinyl floors.

2.4 **Restroom Requirements:** The contractor shall clean and disinfect all of the restrooms located in the buildings in accordance with the following. For purposes of restroom requirements, "*clean*" shall be defined as disinfecting, polishing, and removing all water spots. Disinfect must be "*hospital*" grade quaternary disinfectant that kills fungus, viruses, and bacteria and must have organic soil tolerance. Attachment 4 is an example of a restroom cleaning checklist that may be used.

2.4.1 **DAILY REQUIREMENTS:** The contractor shall perform the following daily tasks five (5) times each week, Monday through Friday, excluding state holidays. The contractor shall perform the listed tasks between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the daily tasks between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's daily tasks shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Attachment 4 is an example of a restroom cleaning checklist that may be used.

- a. Clean all horizontal and vertical surfaces for all restrooms located in the buildings.
- b. Clean toilet bowls and seats, urinals, hand basins, counter tops, tile walls, walls and/or partition walls around these fixtures.
- c. Dust all door hinges and wall brackets.
- d. Clean all mirrors, bright work, chrome pipes, and fittings.
- e. Damp wipe ceiling vents.
- f. Sweep and damp mop all restroom floors and baseboards using a disinfectant.
- g. Clean stall partitions, doors, door frames, and push plates (all sides).
- h. Empty and clean (inside and out) all trash containers and disposals, change liners daily.
- i. Restock dispensers to normal limits (soap, toilet tissue, paper towels).
- j. Remove spots, stains, scuff marks, and finger and hand prints.
- k. Report all damage.

2.4.2 **WEEKLY REQUIREMENTS:** The contractor shall perform the following weekly task one (1) time per week. The contractor shall perform the listed task Monday through Friday, excluding

state holidays. The contractor shall perform the listed task between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the weekly task between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's weekly task shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person.

- a. Pour an enzyme treatment into all drains, which is mixed and dispensed in accordance with manufacturer instructions. Contractor shall use H.P. product 70068 or equivalent.

2.4.3 MONTHLY REQUIREMENTS: One (1) time per month, within the first ten (10) consecutive work days of each month, the contractor must perform the monthly task listed below. The contractor shall perform the listed task Monday through Friday, excluding state holidays. The contractor must perform the listed task between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the monthly task between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's monthly task shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the task listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Clean and disinfect all walls.

2.4.4 QUARTERLY REQUIREMENTS: The contractor must perform the quarterly task listed below every quarter prior to January 10, April 10, July 10, and October 10. The contractor shall perform the listed task Monday through Friday, excluding holidays. The contractor must perform the listed task between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the quarterly task between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's quarterly task shall be accomplished between the hours of 5:00 p.m. to 10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the task listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Machine scrub all restroom floors.

2.4.5 ANNUAL REQUIREMENTS: The contractor shall provide the following annual task within the first sixty (60) calendar days of the beginning date of the contract, and then one (1) time per year, by the 10th working day of October. (The state agency may waive the requirement for performing some of the task in October of the original contract period, depending on the condition of the buildings and the timing of the beginning date of the contract.) The contractor shall perform the listed task Monday through Friday, excluding holidays. The contractor must perform the listed task between the hours of 3:00 p.m. and 5:00 p.m. for the Child Support Office located in room 260 of the Wainwright building. The contractor shall perform the annual task between the hours of 5:00 p.m. and 12:00 Midnight for all other areas in the buildings at both Wainwright and Midtown. Mill Creek's annual task shall be accomplished between the hours of 5:00 p.m. to

10:00 p.m. Other day(s) or times must be approved by the lead tenant contact person. Prior to performing the task listed, the contractor must notify the lead tenant contact person of the beginning and completion date pursuant to the reporting requirements stated elsewhere herein.

- a. Clean all ceilings.

2.5 Personnel Requirements:

2.5.1 Day Porter/Matron Requirements - The contractor shall provide one (1) employee who must be on-site at each building from 8:00 a.m. to 5:00 p.m. with one (1) hour lunch break, every Monday through Friday. The contractor's employees shall be considered as Day Porters/Matrons and shall be responsible for the janitorial upkeep of each building during the assigned hours. The contractor shall agree and understand that state agency staff shall advise the contractor's Day Porters/Matrons of the specific duties that are necessary as the situation arises; however, the contractor's Day Porters/Matrons shall perform any of, but not limited to, the following duties:

- a. Wipe down and spot clean restrooms,
- b. Replenish restroom supplies,
- c. Clean entrance glass,
- d. Remove cigarette butts from ash urns,
- e. Sweep, dust mop, and damp mop various floors,
- f. Miscellaneous janitorial cleaning duties which may arise from time to time as a result of accidental spilling of any office materials, supplies, or other products,
- g. Perimeter clean all sidewalks removing debris, leaves, cigarette butts, etc.
- h. Any and all other related and contingent miscellaneous janitorial cleaning duties requested by the state agency.

2.5.2 Contract Superintendent – The contractor shall provide one (1) superintendent who shall be experienced and have knowledge in cleaning procedures, especially for facilities possessing the characteristics in the St. Louis Facilities operation. The contractor's Contract Superintendent shall, at a minimum, be responsible for:

- a. Supervision of all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- b. Inspecting services performed each day and assuring that all requirements are completed satisfactorily and acceptable to the state agency standards.
- c. Training and assigning duties for the contractor's employees as necessary.
- d. Working with and maintaining a positive working relationship with the state agency's staff, the tenants of the buildings, and the general public.
- e. Ensuring that the reports are submitted as required or as needed.
- f. Contacting the state agency's housekeeper on a daily basis regarding problems and/or other directions.
- g. Meeting with the state agency daily during normal business hours (8:00 a.m. to 5:00 p.m.) to discuss janitorial issues.

2.5.3 The state agency reserves the right to approve or disapprove appointment of any of the contractor's employees to provide services required by the contract. The state agency also reserves the right to request replacement of any employee. Unless the situation regarding the contractor's employee(s) requires immediate replacement, the contractor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory employee(s).

- 2.5.4 The contractor shall supervise all the contractor's employees and the services provided by such employees as required to satisfactorily perform the requirements of the contract.
- 2.5.5 The contractor, or an employee of the contractor designated as a representative of the contractor (hereinafter referred to as the "*contractor contact person*"), must be available during normal business hours (8:00 a.m. to 5:00 p.m.) for telephone conversations and/or meetings with personnel from the state agency and the lead tenant contact person regarding the janitorial services.
- a. Such contractor contact person must have the express authority to speak on behalf of the contractor and make decisions on behalf of the contractor.
 - b. By no later than ten (10) days after the award of the contract, the contractor shall provide the state agency and lead tenant contact person with the name, address, and telephone number for the contractor contact person.
- 2.5.6 The contractor shall perform the requirements specified herein using "*team cleaning*". "*Team cleaning*" as used herein shall be defined as cleaning in which the contractor's employees are assigned to individual tasks such as dusting, emptying trash, or vacuuming for all areas as opposed to assigning one (1) person general cleaning tasks for an assigned area.
- a. The contractor's personnel shall only be allowed in work areas to which they are assigned. The contractor's personnel shall only take rest breaks in pre-assigned areas.
- 2.5.7 The contractor must ensure that each of the contractor's employees are reasonably dressed and groomed while on site, and are wearing an article of clothing identifying the contractor and have a visible picture ID tag at all times.
- 2.5.8 The contractor and/or the contractor's employees must sign-in immediately upon arrival and prior to any services being provided and sign-out prior to leaving the buildings. The contractor must provide the sign-in/sign-out sheets. In addition, the sign-in/sign-out sheets must remain at a location designated by the state agency.
- 2.5.9 The contractor's employees shall not loiter in the buildings nor smoke anywhere in the buildings, including in the interior loading dock area.
- 2.5.10 The contractor shall not use nor allow the contractor's employees to use any State of Missouri telephones and/or equipment in the buildings.

2.6 Security Requirements:

- 2.6.1 The contractor shall prevent all unauthorized persons from entering the buildings and shall keep the buildings locked while the contractor or the contractor's employees are on the premises. All entering and exiting the facilities will be by doors designated.
- 2.6.2 When the contractor and/or the contractor's employees leave the buildings, the contractor shall lock all doors and turn off lights. In addition, if the buildings contain other security system(s), the contractor shall activate the system(s) according to instructions in order to protect the security of the buildings.
- 2.6.3 The contractor shall be issued keys to all areas in which janitorial services shall be provided. The contractor must take care of and not lose any such keys. In addition, the contractor shall not duplicate any of the keys issued to the contractor. If evidence of duplication is ascertained beyond reasonable doubt, the State of Missouri shall have the right to immediately replace the locks and all keys and to charge the contractor for such replacement.

- a. In the event the contractor or a contractor employee loses a key(s), the contractor must notify the lead tenant contact person within one (1) working day from the date the loss is discovered. The contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the buildings' tenants.
 - b. At the expiration/cancellation of the contract, the contractor must surrender all the keys issued to the contractor by the lead tenant contact person. Any payments due the contractor shall be withheld until the contractor has surrendered all keys issued. In the event that all keys are not returned, the contractor shall pay the state agency for the actual costs incurred for the replacement of all locks and keys, including keys held by the buildings' tenants.
- 2.6.4 The contractor and each of the contractor's employees assigned to the contract must have a security clearance approved by the state agency in order to provide service under the contract. The contractor must obtain each of the required security clearances from their State Highway Patrol.
 - a. By no later than fifteen (15) days after notification of award, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance information obtained from the State Highway Patrol for each employee, and
 - 2) A completed Authorization for Release of Information Form (Attachment #1) and Confidentiality Oath (Attachment #2) individually signed by the contractor and each current or anticipated employee assigned to the contract.
 - b. For each new or anticipated employee, the contractor must provide the state agency with an approved security clearance, Authorization for Release of Information, and Confidentiality Oath prior to such employee providing service.
 - c. The state agency and/or lead tenant contact person shall have the right to deny access to the buildings to any of the contractor's employees for any reason.
- 2.6.5 In the process of performing the requirements of the contract, the contractor and/or the contractor's employees may become aware of information required by law to be kept confidential. Therefore, the contractor and/or the contractor's employees must not at any time disclose, directly or indirectly, any information gained during the performance of the janitorial services.
- 2.7 Supplemental Service Requirements:** The contractor shall perform any of the following supplemental services at the request of the state agency. Any such supplemental services requested shall be in addition to the services specified herein. The decision as to what constitutes a supplemental service and when a supplemental service is required shall rest solely with the state agency.
 - 2.7.1 Additional carpet cleaning - The contractor shall perform additional wet extraction cleaning services for the carpet as instructed by the state agency.
 - 2.7.2 Additional hard floor cleaning – The contractor shall perform additional of the following cleaning for hard flooring as instructed by the state agency.
 - a. Buffing
 - b. Stripping and refinishing

- 2.7.3 Professional cleaning of upholstered furniture - The contractor shall perform professional cleaning services for any of the listed upholstered furniture as instructed by the state agency:
- a. Sofa
 - b. Companion chair for sofa
 - c. Executive Chair (upholstered chair and arms)
 - d. Side Chair (upholstered without arm upholstering)
- 2.7.4 Construction Clean-up - Due to construction, there is often a need for additional cleaning in construction areas. Therefore, the contractor shall provide one time construction clean-up and/or on-going construction clean-up as determined necessary and as instructed by the state agency.
- 2.7.5 Supplemental additional day porter/matron personnel – The contractor shall provide supplemental additional day porter/matron personnel in addition to the day porter/matrons in the specific requirements of the contracts. Any such supplemental additional day porter/matron personnel shall be provided on an as needed, if needed basis as required by the state agency.
- 2.7.6 Additional professional cleaning of walls, cubicles, and pillars – The contractor shall professionally clean any of the following as instructed by the state agency. Such services shall be limited to walls, cubicles, and/or pillars.

2.8 Reporting Requirements:

- 2.8.1 Prior to performing any of the monthly, quarterly, semi-annual, and annual tasks required herein, the contractor shall notify the lead tenant contact person in writing of the anticipated beginning and completion date for each task required. The contractor must follow-up with a written notice of the satisfactory completion thereof and shall obtain the written approval of each task from the state agency. Such notification shall hereinafter be referred to as the “*task schedule notice*”.
- 2.8.2 The contractor shall maintain a daily log of all services performed on that day. The daily log shall also reference any abnormal or unusual conditions affecting the physical and material aspects of the buildings or its contents, such as unlocked doors, breakage, damage, as well as any mitigating circumstances which prevented the contractor’s employees from performing the contractual service. The daily log shall remain on the premises at the buildings at a mutually agreed to location accessible to both the contractor and the lead tenant contact person. The daily log shall become the property of the State of Missouri.

2.9 Payment and Invoicing Requirements:

- 2.9.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.
- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:
<http://www.oa.state.mo.us/purch/vendorinfo/vendorach.pdf>
 - b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri’s EFT addendum record to enable the contractor to properly apply the state agency’s payment to the invoice submitted.

- 2.9.2 Invoicing - The contractor shall submit a monthly invoice for services actually provided to the state agency at the address stated below. The contractor must include the number of square feet cleaned, the firm, fixed per square foot, per month price as stated on the Pricing Page, contract number, the building location, and the dates of service on each monthly invoice.

Office of Administration
Division of Facilities Management
111 N. 7th Street, Room 111
St. Louis, MO 63101

- 2.9.3 Payment - The contractor shall be paid the firm, fixed per square foot, per month price specified on the Pricing Page for janitorial services actually provided, subject to any damages that may be charged to the contractor, per the damages requirements stated herein. If a partial month of service is provided, the monthly amount due shall be divided by the total number of work days in that particular month to obtain a daily rate, and then multiplied by the number of days in that particular month for which service was provided, rounded to the nearest cent.
- 2.9.4 If any of the supplemental services as specified herein were required and performed during the monthly invoice period, the contractor shall be paid the firm, fixed price specified on the Pricing Page for the type of additional cleaning performed.
- 2.9.5 Other than the payments specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.10 Damage Requirements:

- 2.10.1 The contractor shall agree and understand that the provision of the janitorial services in accordance with the requirements stated herein is considered critical to the efficient operations of the state agency. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.10.2 For each task required herein that is not performed by the contractor or that is performed in a substandard, deficient, or incomplete manner, as documented in the daily log and by observation of the state agency, the contractor shall pay liquidated damages in the amount specified below for each day after the task was required to be performed until it is performed and approved:
- | | |
|-----------------------------|------------------|
| a. Daily Requirement | \$2.50 per task |
| b. Twice Weekly Requirement | \$5.00 per task |
| c. Weekly Requirement | \$7.50 per task |
| d. Monthly Requirement | \$10.00 per task |
| e. Quarterly Requirement | \$15.00 per task |
| f. Semi-Annual Requirement | \$20.00 per task |
| g. Annual Requirement | \$25.00 per task |
- 2.10.3 Furthermore, the contractor must respond to any contact from the state agency and/or lead tenant contact person regarding substandard, deficient, or incomplete service within twenty-four (24) hours following notification of such problems. The contractor must correct the problem within a reasonable period of time after notification. The contractor shall understand and agree that the state agency and/or lead tenant contact person shall be the final judge as to what constitutes a substandard, deficient, or incomplete service and what shall be considered as a reasonable amount of time. Any such determination shall be final and without recourse. In the event the contractor fails to respond to the state agency or lead tenant contact person within twenty-four (24) hours or in the event the contractor fails to correct the problem within a reasonable amount of time, the

contractor shall pay liquidated damages to the state agency in accordance with one (1) of the following calculations:

- a. If the state agency hires an outside/private company to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the total cost charged by such company to perform the service.
- b. If the state agency uses State of Missouri personnel or resources to correct the substandard, deficient, or incomplete service, the contractor shall pay the state agency the actual costs incurred by the State of Missouri. Such actual costs shall be calculated by the per hour price of the state personnel who perform the service and shall include material costs, etc.

2.10.4 For each day that a required report, document, or notification is late or not provided after it is due, the contractor shall pay the state agency liquidated damages in the amount of \$10.00 per day until it is received. Such liquidated damages shall apply to each of the following:

- a. Security Clearance documentation
- b. Task Schedule Notice (Attachment 7)
- c. Daily Log (Attachment 6)
- d. Material Safety Data Sheets
- e. Response to any contact from the state agency regarding substandard, deficient, or incomplete service

2.10.5 In the event of any breakage, damage, theft, or loss of the equipment, supplies, materials, or other items in the buildings through negligence or other inappropriate actions of the contractor or the contractor's employees while working on the buildings' premises, the contractor shall pay damages to the state agency in the actual amount of such loss.

2.10.6 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.

- a. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- b. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.10.7 Because the contractor was familiar with the buildings and the conditions that existed prior to award of the contract, the contractor shall not be relieved of responsibility for performance under the contract for any reason whatsoever.

2.11 Other Contractual Requirements:

2.11.1 Contract: A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 2.11.2 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period.
- 2.11.3 Termination: The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.11.4 Contractor Liability: The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- a. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - b. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.11.5 Insurance: The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract.
- a. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance coverage shall include general liability and appropriate professional liability. Written evidence of the insurance shall be provided by the contractor to the state agency. The evidence of insurance shall include, but shall not necessarily be limited to: effective dates of coverage, limits of liability, insurer's name, policy number, endorsement by representatives of the insurance company, etc. Evidence of self-insurance coverage or of another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable. The evidence

of insurance coverage must be submitted before or upon award of the contract. The contract number must be identified on the evidence of insurance coverage. In the event the insurance coverage is canceled, the state agency must be notified immediately.

- 2.11.6 Subcontractors: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.
- 2.11.7 Contractor Status: The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.11.8 Transition: Upon award of the contract, the contractor shall work with the lead tenant contact person and any other organizations designated by the lead tenant contact person to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the contract.
- a. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the lead tenant contact person to ensure an orderly transfer of responsibility and/or the continuity of those services required per the contract to an organization designated by the state agency. Such assistance shall include completing of all daily requirements on the last effective day of the contract including restocking of all dispensers to normal limits. If requested in writing by the state agency, the contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 2.11.9 Property of State: All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.11.10 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:
- The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.

The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.

The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.

If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 The proposal should be printed on recycled paper and double sided. The offeror should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.

- a. The offeror should include a complete copy of each Exhibit and any other requested or required information with the mailed response. In addition, the proposal should be page numbered.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposals.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 Miscellaneous Information - The offeror should complete Exhibit B, Miscellaneous Information, to document: (1) if the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, (2) whether the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, and (3) a thorough knowledge of the buildings based on either the offeror's attendance at the scheduled tour or through other knowledge of the buildings gained from some other mean.

3.1.4 Offeror's Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. In addition, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting related to the MBE/WBE participation requirements at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals:

3.2.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation Process:

- a. The objective evaluation of cost shall be conducted using a scale of 100 possible points based upon a total annual amount for all services. For evaluation purposes only, the total for the required janitorial services shall be computed using the cleanable square footage amount listed in the background section of the RFP and the total for supplemental services computed using the quantities listed below.
 - 1) Additional carpet cleaning of approximately 100 sq. ft of carpet;
 - 2) Additional buffing of approximately 100 sq. ft. of vinyl flooring;
 - 3) Additional stripping and refinishing of approximately 100 sq. ft. of hard flooring;
 - 4) Additional professional cleaning of upholstered furniture for 1 sofa;
 - 5) Additional professional cleaning of upholstered furniture for 1 companion chair;
 - 6) Additional professional cleaning of upholstered furniture for 1 executive chair;
 - 7) Additional professional cleaning of upholstered furniture for 1 side chair.
 - 8) One-time construction clean-up of 100 sq. ft.;
 - 9) On-going construction clean-up of 100 sq. ft.;
 - 10) Additional cleaning of vinyl and painted walls of approximately 10 linear ft.;
 - 11) Additional cleaning of cubicle walls of approximately 10 linear ft.; and
 - 12) Additional cleaning of wood walls of approximately 10 linear ft.
- b. Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

- c. The offeror shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The State of Missouri makes no guarantee regarding the accuracy of the quantities stated nor does the State of Missouri intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.

3.3.2 Preference for Organizations for the Blind and Sheltered Workshops - A five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.

- a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
- b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/swindex.html>

3.3.3 Responsible and Reliability Determination - The offeror should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the offeror. Failure of the offeror to submit sufficient information to document that the offeror is responsive and responsible may cause an adverse impact on the evaluation of the proposal.

- a. Responsibility and Reliability in Experiences:
 - 1) The offeror should provide, on Exhibit A or in any other format, the information listed below related to previous and current services/contracts performed by the offeror's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit A is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - Dates of the service/contract; and
 - A brief, written description of the specific prior services performed and requirements thereof.
 - 2) If references for current and/or previous contracts are not identified in the proposal, the Division of Purchasing and Materials Management may request that the offeror identify one or more references. The Division of Purchasing and Materials Management must receive the reference(s) within twenty-four hours of the request. Failure of the offeror to identify one or more references may result in the proposal being rejected.
- b. Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and

Materials Management. The compliance to conduct business in the state shall include but not necessarily be limited to:

- 1) Registration of business name (if applicable)
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable)
 - 3) Taxes (e.g., city/county/state/federal)
 - 4) State and local certifications (e.g., professions/occupations/activities)
 - 5) Licenses and permits (e.g., city/county license, sales permits)
 - 6) Insurance (e.g., worker's compensation/unemployment compensation)
- c. Familiarity of Buildings – An offeror's familiarity with the buildings is considered essential to obtain a clear and complete understanding of the requirements. Therefore, on Exhibit A, the offeror should document a thorough knowledge of the buildings based on either (1) the offeror's attendance at a tour, or (2) through other knowledge of the buildings gained from some other means.
- 1) The state agency will provide the Division of Purchasing and Materials Management with the attendance record documenting all offerors who attended the scheduled tour.
 - 2) If the offeror did not attend the scheduled tour, the offeror must provide relevant information regarding the offeror's familiarity with the physical layout, condition, etc. of the buildings. The offeror is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account or knowledge of the buildings for janitorial purposes. Therefore, the offeror should not assume that such a review makes an offeror familiar with the buildings.
- d. If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror **MUST** disclose such fact and provide details with the proposal.
- 3.3.4 Final Determination - Any proposal which does not comply with the mandatory requirements of the RFP will not be considered for an award. In addition, the State of Missouri reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the offeror within the past three (3) years, (2) inability of the offeror to document responsible and reliable past performances similar to the services required herein, particularly provided in a similar sized buildings for a period of not less than twelve consecutive months, (3) failure by the offeror to demonstrate familiarity with the physical layout and condition of the buildings, and/or (4) failure of the offeror to provide a reference(s).
- 3.4 **Contract Award:** The contract will be awarded to the lowest responsive and responsible offeror determined as specified herein
- 3.5 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation:**
- 3.5.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.
- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as

meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.

- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

3.5.2 Definition - Qualified MBE/WBE:

- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
- c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

3.5.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit D and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

3.5.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- a. Labor
- b. Purchase of Janitorial Supplies
- c. Rental/Lease/Purchase of Materials, Equipment, etc.

3.5.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:

Office of Administration, Supplier Diversity Program
P.O. Box 809, Harry S Truman Bldg., Room 840
Jefferson City, MO 65102
Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
Web Address: http://www.oa.state.mo.us/oao/Supplier_Diversity_Program.html

3.5.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit C.

3.5.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit C, completes a Documentation of MBE/WBE Form, Exhibit D.

- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit E.
- 3.5.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit E, documenting efforts made to meet the MBE/WBE participation requirements.
- 3.5.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

4. PRICING PAGE

- 4.1 Janitorial Services** - The offeror shall provide a firm, fixed per square foot, per month price for providing services in accordance with the provisions and requirements specified herein. With the exception of the Supplemental Services, all costs associated with providing the required services shall be included in the stated price.

Item #	Description <i>C/S Code: 91039</i>	Firm, Fixed Price
001	Janitorial Services	\$ _____ <i>per square foot, per month</i>

- 4.2 Supplemental Service:** The offeror shall state a firm, fixed price for each of the following supplemental services in accordance with the provisions and requirements specified herein. All costs associated with providing supplemental services shall be included in the stated prices.

Item #	Description <i>C/S Code: 91039</i>	Firm, Fixed Price
For cleaning carpet <u>in addition to</u> that required herein:		
002	Carpet cleaning wet extraction	\$ _____ <i>per square foot</i>
For cleaning hard flooring <u>in addition to</u> that required herein:		
003	Buffing	\$ _____ <i>per square foot</i>
004	Strip and refinish hard flooring	\$ _____ <i>per square foot</i>
For deep cleaning of upholstered furniture <u>in addition to</u> that required herein:		
005	Sofa	\$ _____ <i>per sofa</i>
006	Companion Chair for sofa	\$ _____ <i>per companion chair</i>
007	Executive Chair (upholstered chair and arms)	\$ _____ <i>per executive chair</i>
008	Side Chair (upholstered without chair arm upholstery)	\$ _____ <i>per side chair</i>
For Construction Clean-up Services:		
009	One time construction clean-up	\$ _____ <i>per square foot</i>
010	Ongoing construction clean-up	\$ _____ <i>per square foot</i>
For Additional Cleaning of Walls, Cubicles, and Pillars <u>in addition to</u> that required herein:		
011	Additional cleaning of vinyl and painted walls	\$ _____ <i>per linear foot</i>
012	Additional cleaning of cubicle walls	\$ _____ <i>per linear foot</i>
013	Additional cleaning of wood walls	\$ _____ <i>per linear foot</i>

EXHIBIT A**PRIOR EXPERIENCE OF OFFEROR**

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror's prior experience similar to the services required. The offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

Offeror Name:	
Reference Information (Prior Services Performed For:)	
Name and Address of Reference Company:	
Reference Contact Person:	Name: _____ Phone Number: _____ Email Address: _____
Dates of Prior/Current Services:	
Dollar Value of Services	
Square Footage of the Building(s)	Total Square Feet: _____ Square Feet of Carpeted Area: _____ Square Feet of Hard Surface Floors: _____
Description of Prior Services Performed, Including an Indication as to Whether Carpet Cleaning was Performed and the Square Footage of the Carpeted Area	Carpet Cleaning Provided: ____ Yes ____ No. If yes, indicate the square footage of carpeted area: _____

EXHIBIT B**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Employee Bidding/Conflict of Interest

A offeror who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:		
	In what office/agency are they employed?	
	Employment Title:	
Percentage of ownership interest in offeror's organization:		_____ %

Familiarity of Buildings

The offeror must document a thorough knowledge of the buildings based on either (1) the offeror's attendance at the scheduled tour or (2) through other knowledge of the buildings gained from some other means.

_____	I attended the scheduled tour. The offeror's attendance at the tour shall be verified by the attendance record.
_____	I did <u>not</u> attend the scheduled tour. The offeror must provide relevant information regarding their familiarity with the physical layout, condition, etc. of the buildings. The offeror is advised that neither the review of buildings floor plans nor an independent public viewing gives an accurate account of knowledge of the buildings for janitorial purposes.

EXHIBIT C**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE: <i>(must be at least 20%)</i>		Total WBE: <i>(must be at least 10%):</i>	

Authorized Signature of Offeror

Date of Signature

EXHIBIT D**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ *MBE* _____ *WBE*

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ FEIN/SSN: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature

Date

Offeror Authorized Signature

Date

EXHIBIT E**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror: _____

Name: _____

Title: _____

Company: _____

Date: _____

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

ATTACHMENT 1**OFFICE OF ADMINISTRATION, DIVISION OF FACILITIES MANAGEMENT****AUTHORIZATION FOR RELEASE OF INFORMATION**

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri, Office of Administration, Division of Facilities Management, any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the Office of Administration, Division of Facilities Management, may conduct and background investigation and/or before rendering a decision regarding my eligibility to perform services for the Office of Administration, Division of Facilities Management and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri, Office of Administration, Division of Facilities Management and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT 2**STATE OF MISSOURI, OFFICE OF ADMINISTRATION****CONFIDENTIALITY OATH**

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Witness

Date

ATTACHMENT 3**FACILITIES MANAGEMENT
EASTERN REGION
HOUSEKEEPING DATA**

WAINWRIGHT	CARPET SQ/FT	HARD SQ/FT	PUBLIC R/R	PRIVATE R/R	STAIRWELLS
BASEMENT	0	3766	1	0	6
1 ST FLOOR	22980	7100	10	0	
2 ND FLOOR	49571	2874	6	1	
3 RD FLOOR	44205	0	6	10	
4 TH FLOOR	11700	0	2	0	
5 TH FLOOR	11645	0	2	0	
6 TH FLOOR	11700	0	2	0	
7 TH FLOOR	11700	0	2	0	
8 TH FLOOR	11700	0	2	0	
9 TH FLOOR	11650	100	2	1	
TOTAL WAINWRIGHT	186851	13840	35	12	6
MIDTOWN					
1 ST FLOOR	15704	7798	4	0	3
2 ND FLOOR	31291	440	2	0	
3 RD FLOOR	29334	2001	2	0	
TOTAL MIDTOWN	76329	10239	8	0	3
MILLCREEK					
1 ST FLOOR	19975	4985	10	0	3
2 ND FLOOR	23567	1326	7	0	
TOTAL MILLCREEK	43542	6311	17	0	3
TOTAL	306722	30390	60	12	12

ATTACHMENT 4**RESTROOM CLEANING CHECKLIST****LOCATION:** _____**DATE:** _____

INITIAL:	
	CLEAN ALL HORIZONTAL AND VERTICAL SURFACES
	CLEAN TOILET BOWLS, SEATS, URINALS, HAND BASINS, COUNTERTOPS, TILE WALLS, WALLS AND/OR PARTITION WALLS
	DUST DOOR HINGES AND WALL BRACKETS
	CLEAN ALL MIRRORS, BRIGHT WORK, CHROME AND COPPER PIPES, AND FITTINGS
	DAMP WIPE CEILING VENTS
	SWEEP AND DAMP MOP FLOORS AND BASEBOARDS
	CLEAN STALL PARTITIONS, DOORS, DOOR FRAMES, PUSH PLATES.
	EMPTY AND CLEAN ALL TRASH CONTAINERS AND SANITARY DISPOSAL BOXES
	RELINE TRASH CONTAINERS/DISPOSAL BOXES
	RESTOCK TOILET TISSUE DISPENSORS
	RESTOCK SOAP DISPENSORS
	RESTOCK HAND TOWEL DISPENSORS
	REMOVE SPOTS, STAINS, SCUFF MARKS, FINGER AND HAND PRINTS FROM ALL SURFACES.
	REPORT ALL DAMAGES/INOPERABLE EQUIPMENT

TECHNICIAN SIGNATURE:**SUPERVISOR SIGNATURE:****NOTE:**

“CLEAN” SHALL BE DEFINED AS DISINFECTING, POLISHING, AND REMOVAL OF ALL WATER SPOTS. DISINFECTANT MUST BE HOSPITAL GRADE.

ATTACHMENT 5**DAILY OFFICE CLEANING CHECKLIST****LOCATION:** _____**DATE:** _____

INITIAL:	
	Thoroughly vacuum carpets, including elevators and rugs/mats.
	Clean all kitchenettes, lounges, canteen areas, and break rooms. Wash and disinfect all horizontal and vertical surfaces (including tables, sinks, and counters).
	Sweep and Wet Mop all hard surface floors, including atrium steps, using treated brooms. Remove all scuff marks.
	High speed buff/burnish 1st floor atrium of Wainwright, lobby of Midtown, and waiting room at Mill Creek.
	Remove cobwebs as needed.
	Clean both sides of entrance door glass, door glass frames, accompanying glass panels, including inside and outside transoms. Clean interior glass as needed.
	Clean and disinfect drinking fountains.
	Spot clean all walls and partitions, including light switches.
	Empty and wash all wastebaskets, trash, and disposal containers. Double line large wastebaskets/containers.
	Spot clean all carpet and fabric furniture as spots appear.
	Sift sand and remove cigarette butts from all smoking receptacles. Replace sand when it becomes discolored.
	Remove all trash and sweep side walks for ten feet (10') from all entrances/exits.
	Clean janitorial closets.
	Wash all tables as needed. Wipe all plastic chairs as needed.
	Spot clean all doors and frames.
	Clean all lobby glass, including doors (both sides).
	Damp clean all elevator walls and seams that are not brass.
	Remove all handprints from brass areas and painted doors of all elevators.
	Secure all exterior division doors and interior division doors as requested by a division before exiting that particular division's area.
	Any and all other related and contingent miscellaneous cleaning duties which may arise from time to time as a result of accidental spilling.
	Report all damage and inoperable equipment.

TECHNICIAN SIGNATURE: _____**SUPERVISOR SIGNATURE:** _____

ATTACHMENT 6

DAILY CLEANING LOG

LOCATION: _____

DATE: _____

THE FOLLOWING DAILY/TWICE WEEKLY/WEEKLY SERVICES HAVE BEEN COMPLETED:

THE FOLLOWING ITEMS WERE UNABLE TO BE COMPLETED FOR REASONS NOTED:

THE FOLLOWING UNUSUAL CONDITIONS/DAMAGES WERE NOTED:

SUPERVISORS SIGNATURE

STATE AGENCY REVIEW COMMENTS: (NOTE LIQUIDATED DAMAGE ASSESSMENTS)

ATTACHMENT 7

TASK SCHEDULE NOTICE

LOCATION: _____

DATE : _____

THE FOLLOWING MONTHLY/QUARTERLY/SEMI-ANNUAL/ANNUAL REQUIREMENT IS SCHEDULED FOR:

THE FOLLOWING ITEMS WERE UNABLE TO BE COMPLETED FOR REASONS NOTED:

THE ABOVE SCHEDULED TASK WAS COMPLETED ON:

SUPERVISORS SIGNATURE:

STATE AGENCY REVIEW COMMENTS: (NOTE LIQUIDATED DAMAGE ASSESSMENTS)

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.

- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity

that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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